

## Status certificate

(Under subsection 76 (1) of the *Condominium Act, 1998*)

*Condominium Act, 1998*

Name of Condominium Corporation  
Essex Standard Condominium Corporation 100

(known as the "Corporation") certifies that as of the date of this certificate:

### General Information Concerning the Corporation

1. Mailing Address:  
307-6055 Ellis St LaSalle ON N9H 2P8
2. Address for Service:  
2510 Ouellette Ave Windsor, ON N8X 1L4
3. Name of condominium manager or condominium management provider, if any, with whom the Corporation has entered into an agreement to receive condominium management services:

Fran Sorrell

Address:

705 Rodfam Crt Windsor, ON N9G 2W3

Telephone number:

519-981-7353

4. The directors and officers of the Corporation are:

Name	Position	Address for Service	Telephone Number
Jack McFadden	President	307-6055 Ellis St LaSalle ON	519-567-5250
Gerry Ray	Sec/Treas	406-6055 Ellis St LaSalle ON	519-969-9991

### Common Expenses

5. The owner of Unit 5, P54,P94 Level 4, P1 (Suite number 405 address 405-6055 Ellis St LaSalle On N9H 2P8) of Essex Standard Condominium Plan 100, registered in the Land Registry Office for the Land Titles (or Registry) Division of Essex
6. A payment on account of common expenses for the unit in the amount of \$ 361.63 is due on May 1, 2022 for the period May 1, 2022 to May 31, 2022.  
This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

7. The Corporation has the amount of \$ 0.00 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.

### **Budget**

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$ 100.00
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit, **except**  
Any unforeseen increases to Hydro, Water and Insurance

### **Reserve Fund**

13. The Corporation's reserve fund amounts to \$ 138,716.64 as of April 1, 2022.
14. Has a reserve fund study been conducted by the board?  
The most recent reserve fund study conducted by the board was a Updated study not based on a site inspection dated September 10, 2021 and prepared by D. C. McCloskey Engineering Inc.. The next reserve fund study will be conducted before Sep 10, 2024.
15. Not Applicable
16. The board has sent to the owners a notice dated October 14, 2021 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study.

The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.

17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund

### **Legal Proceedings, Claims**

18. There are no outstanding judgments against the Corporation
19. The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal.
20. The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order
21. The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*
22. There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.
23. The unit is not subject to any agreement under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by unit owner.
24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.
25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998*.

### **Insurance**

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

### **Phased condominium corporations**

27. Not Applicable

28. Not Applicable

### **Vacant land condominium corporations**

29. Not Applicable

### **Leasehold condominium corporations**

30. Not Applicable

31. Not Applicable

32. Not Applicable

### **Attachments**

33. The following documents are attached to this status certificate and form part of it:

- (a) a copy of the current declaration, by-laws and rules;
- (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
- (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
- (d) a certificate or memorandum of insurance for each of the current insurance policies.

if applicable add the following items:

- (e) a copy of all applications made under section 109 of the *Condominium Act, 1998*
- (f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;

- (g) a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h) a copy of a notice dated October 14, 2021 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;
- (j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

**Rights of person requesting certificate**

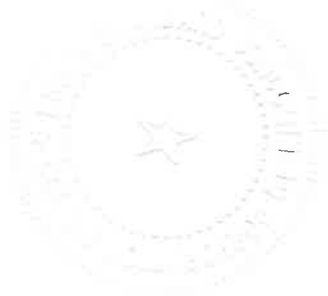
34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
  2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

Dated this 22 day of April, 2022

Essex Standard Condominium

Condominium Corporation No.

100



*Jack McFadden*  
(signature)

*I/We have authority to bind the Condominium Corporation*

Jack McFadden

(print name)

*Gerry Ray*  
(signature)

*I/We have authority to bind the Condominium Corporation*

Gerry Ray

(print name)

*(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)*

# Essex Standard Condominium Corp. 100

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April 21, 2022

To whomever it may concern,

Thank you for your purchase of one of our units. Essex Standard Condominium Corporation # 100 is a very well maintained and attractive building. Our board and the owners strive to keep it consistent with the standard of homes in our neighbourhood. It is our aim to repair or replace when needed rather than wait.

In 2013 we voted to replace our roof before we had any water penetration to the envelope of the building. No repairs had ever been made to the roof; however an exterior inspection found it to be failing in some areas. The owners voted to replace it early rather than wait and risk a much more extensive repair that would require pulling off the old roof. This is completely paid for.

Some improvements completed by the board are: replacing the light fixtures from 13-26 watt fixtures to 6 watt fixtures with better lighting, using less fixtures and lowering costs, replacing the carpeting and all flooring with the exception of the east and west entrances, painting all of the hallways, lobby and entrance, cleaning all dryer vents from inside and outside of the units, replacement of dryer vent and fireplace covers. We have also retrofitted all of the outside lighting from fixtures requiring 400 watts of power each to LED fixtures using 60 watts each. As we have seven fixtures around the building, this project quickly paid for itself.

The law for furnace replacements has changed to only high efficiency units. These units emit a great deal more condensate than the old mid efficient furnaces and we have found that some changes needed to be made to accommodate this. As many of our owners made the change this past year, some steps were taken to adapt, and in some cases completely replace, our current drainage system to accommodate for the new furnaces. This was a huge and expensive undertaking but it has been completed and paid for. The backyard has been completely restored and looks amazing.

Our fence, the retaining wall and the landscaping on the south side are new and completely paid for.

We are currently gathering engineering reports to repair/paint the stucco on the building. It is our plan to borrow as we have done in the past and repay with a 7 year term loan.

We hope you will be very happy here.

We have included a list of common rules that are very basic. We have renovation and moving protocols that we will give you at the New Owner meeting.

We ask that when making your moving plans **please do not move in on Friday Mornings. That is our refuse pick up day and the laneway needs to be clear. Please advise us of your move in date in advance.**

**Please contact me for a new owner package and meeting.**

We look forward to seeing you in the building.



Fran Sorrell

Manager

519-981-7353

## ESSEX STANDARD CONDOMINIUM CORPORATION 100

Oct 10<sup>th</sup> 2021

Hello everyone,

Please find the new budget for operating costs as well as the projected budget for the Reserve fund and your new fees included with this notice.

The board did everything we could to keep the fees down and although we found that everything was more expensive, a couple of items are driving up costs significantly. Those are water, insurance and snow removal.

### **WATER**

In the area of water it is mostly the fees to get water to us rather than consumption for the most part. You all need to be aware of leaky toilets and taps in your unit as well as keeping an eye open for possible leaks in the irrigation system.

### **INSURANCE**

Insurance costs have sky rocketed in the last two years. We did put this out for bids however we have had a slip and fall claim and even though it was the only one we have ever had in twenty years, insurance companies only look at the fact you have had one.

### **SNOW REMOVAL**

We did everything possible to assist owners in the winter but in the end we are not able to sit in the parking lot 24/7 and monitor thaw and refreeze. It's Canada. This happens. You need to exercise caution in the parking lot getting to and from the building. Remember that you are responsible to maintain your parking spots. Salt bins will be at the entrances. Shovels if you need them will be in the refuse room as always. We have hired a new snow removal and grass cutting company that will start November 1<sup>st</sup> as we were not satisfied with the work of the previous contractor.

These are the three most significant areas that increased however garbage pick-up went up significantly as well. As most of you know because I mention it all the time, this is my pet peeve. I do not believe we should be charged for garbage pick-up as condo owners pay significant taxes, the same as other home owners. Home owners do not have to pay extra for this service. Why should condo owners? I have been harassing town hall for years about this and will continue to do this if Covid restrictions allow. Extra cleaning protocols undertaken in the past year and going forward have also had an impact on last year's budget and the 2021-2022 budget as well.

On a different not, I am always looking at re-opening the meeting room for cards or social hour. The problem is that you need to maintain a 6 ft distance and if you can't you need to wear a mask. Mask restrictions are still in place for common areas. I will notify you when I get more info.

Also anyone interested in being on the board, please contact me by email or in writing. We are a hands on board and would expect you to join in, helping where you can.

over

6055 ELLIS ST, LASALLE ONTARIO, N9H 2P8



ESSEX STANDARD CONDOMINIUM CORPORATION 100

I would like to take this opportunity to welcome the new owners of Unit 207, Barry and Jeannette Thachuk, to the building.

I will be away from the 12<sup>th</sup> to 25<sup>th</sup> for Grandma time but still available by phone in an emergency.  
Jack will be away from the evening of the 14<sup>th</sup> to the 25<sup>th</sup>.  
Gerry is unavailable the 12<sup>th</sup> and the 13<sup>th</sup> with further information to follow.

We hope that everyone had a great Thanksgiving!

Fran

BUDGET 2021-2022

UTILITIES

HYDRO	\$	4,700.00	
WATER	\$	21,000.00	
GAS	\$	400.00	\$ 26,100.00

REPAIRS AND MAINTENANCE

JANITORIAL	\$	9,400.00	
ELEVATOR	\$	3,200.00	
GARBAGE	\$	2,500.00	\$ 15,100.00
	\$	-	
	\$	-	
FIRE MAINTENANCE AND PROTECTION	\$	1,900.00	
GENERAL MAINTENANCE contingency	\$	4,000.00	
	\$	-	\$ 5,900.00

GROUNDS MAINTENANCE

LANDSCAPING	\$	500.00	
SNOW REMOVAL			
LAWN MAINTENANCE	\$	12,900.00	\$ 13,900.00
MISC OUTSIDE MAINTENANCE	\$	500.00	

ADMINISTRATION

PROFESSIONAL FEES	\$	500.00	
AUDIT	\$	2,000.00	
LEGAL	\$	500.00	
TELEPHONE	\$	825.00	
BANK CHARGES	\$	600.00	

BOOKEEPING	\$	8,800.00	
GENERAL EXPENSES	\$	675.00	
OFFICE SUPPLIES	\$	1,000.00	

INSURANCE	\$	10,000.00	\$ 24,900.00
	\$	-	

PAYMENT TO RESERVE	\$	-	\$ -
PURCHASE	\$	-	\$ -
BUDGET DEFICIT			

TOTAL

RESERVE FUND	YEARLY	\$ 54,500.00	\$ 85,900.00	\$ 140,400.00	TOTAL
	MONTHLY	\$ 11,700.00	\$ 85,900.00		

We reserve the right to adjust the budget for any unforeseen increases.

RESERVE BUDGET 2021-2022

Reserve Contribution                      Planned Expenses

\$ 54,500.00

WSP                      engineers                      \$                      2,000.00                      \* estimate  
cost of refurbishing outside of building as yet unknown. A meeting of owners will be called  
for discussion/approval.                      \*

AEC-                      Replacement of smoke detectors in every unit in building                      \$                      1,500.00

Total  
\$ 3,500.00

\*  
\* estimate                      Estimates are still coming in for these two projects.  
WSP contingent on approval

## ESSEX STANDARD CONDOMINIUM CORPORATION

### CONDO RULES

1.a) No owner shall do, or permit anything to be done, in the owner's unit, bring, or keep anything therein which will in any way increase the risk of fire, the rate of fire insurance on any building or on property kept therein, or conflict with the laws or regulations relating to the Fire Department, any insurance policy carried by the Corporation or conflict with any statute or municipal by-laws.

b) A propane bar-b-q is not permitted above the 1<sup>st</sup> floor. Storage of propane tanks is not allowed in any part of the building including your furnace room.

c) Live Christmas Trees are not allowed in any unit or any common area anywhere in the building.

d) Hallways must be kept clear of mats, shoes and any other items in order to provide a clean and tidy access to all units, to limit liability and to comply with any fire regulations.

2.a) Nothing shall be placed on the outside of windowsills or projections. No awning or shade shall be erected over or outside of the windows or balconies without the prior written consent of the Board.

b) No personal items, flowerpots or baskets shall be placed on any outside or in any common area without the written approval of the Board.

c) Christmas lights and decorations must be removed by the end of January and any decorations pertaining to any other holiday or event must be removed in a timely fashion.

d) Any and all additions or changes to landscaping, must be approved by the board. This includes the grass, trees, shrubs, hedges, flowers or flowerbeds. Wind chimes are not allowed due to previous owner complaints.

e) No television antenna, aerial, tower or similar structure and appurtenances thereto, shall be erected by any owner without express written permission of the Board.

3.a) Owners shall not place, leave or permit to be placed or left upon the common elements, including those over which the owner has exclusive use (patio, balcony parking spot), any debris, refuse or garbage. On designated pick up days (Thursdays to Friday morning) the owner shall directly carry their refuse to the bins thus avoiding any spills if the bins are outside. **DO NOT USE THE CHUTE DURING THIS TIME.** Debris, refuse and garbage shall be contained in properly tied doubled plastic bags. Where such debris, refuse or garbage consists of packing cartons or crates, it shall not be left outside the unit, but rather carried down to the refuse room and broken down.

b) Any owner or absentee owner, who has employed a contractor or has received or removed any item from their unit such as carpeting or drywall that may have left debris in any common area or the

elevator, is responsible for the clean-up of that area. The elevator pads must be installed during any such delivery or removal of materials.

c) No bags or boxes (charitable donations) or other apparatus (hot water tanks) shall be left for pick up on any common area inside or outside of the building. Arrangements should be made by the owner making these donations or authorizing the equipment pick up, to have it picked up from their own unit.

d) No auction or garage sale shall be permitted on the property without prior written consent of the board.

4.a) Sinks, toilets and any other water apparatus shall not be used for any purpose other than those for which they are constructed and no debris, garbage, rubbish, rags, kitty litter or any other substance shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner. The owner is also responsible for any persons visiting or any persons hired by the owner to do work in their unit.

b) Water shall not be left running in any water apparatus unless in use or under supervision.

5.a) Owners, their visitors or any person hired to do work for them, shall not create or permit the creation of or continuation of any noise caused by an instrument or any other device or nuisance which, in the opinion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families or guests. No owner shall obstruct or interfere with the rights of other owners, or in any way injure or annoy them. Any owner with a valid issue shall write a letter of the board documenting their complaint. The board will not proceed without a written complaint. If the complaint is deemed valid, the board will take the appropriate steps to rectify the situation.

b) Owners, guests or any person hired to do work for the owner, shall not shake mops, brooms, dusters, bedding or rugs from any balcony or window. No hanging of clothes or bedding for drying purposes is allowed from any window or door. If you are cleaning your balcony, make sure to pick up dust and dirt: do not sweep it off the edge or if you are using water, make sure to let the person below you know, so that they may move anything on their balcony that they want to make sure does not get wet.

6. a) No motor vehicle, commercial vehicle, camper, camper van, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind other than a private passenger truck or automobile, van or station wagon or crossover, shall be parked on any part of the common elements, nor shall any repairs be made to any motor vehicle on any part of the common elements, including those portions over which any owner has exclusive use. Some exceptions, with very specific limitations, may be made to allow a commercial vehicle to park in our lot with prior written approval of the board for short durations.

b) No owner is allowed to use a visitor parking spot for their additional vehicle. Visitor parking is FOR VISITORS.

We have spoken to our lawyer and been advised of the procedure to follow to enforce and of the possible cost to an owner, for violating this rule. If an owner finds himself or herself in a position that requires temporary additional parking, please notify the board in writing. An owner has the option to speak to other owners who currently are not using their additional spaces for assistance. The board has a limited amount of spaces that it has designated for lease. If one of these is available the owner should put their request in writing to the board. Every effort is made to accommodate and every effort will be made to enforce. If an owner returns home to find a visitor parked in their spot, we do have stickers that can be placed on the window and the owner should park in a visitor spot and move their vehicle as soon as possible. It is important that all owners verify with their visitor exactly where they have parked to avoid irritating your fellow owners.

c) All owners shall drive SLOWLY through the parking lot, both at Condo 100 and Condo 70. All owners should make sure they are in the middle of their spot and that their vehicle is straight. This shows consideration for your fellow owner parking beside you. Entry and exiting from the Normandy is allowed (legally we have access), but remember that their units are very close to the parking lot on the west side and as a matter of courtesy, you may prefer to use the Ellis entrance. Remember to reduce your speed!!

d) Any and all washing and vacuuming of ALL vehicles must be done at the wash rack on the west side of the building.

7) This is a pet friendly building. Owners are asked to control their pets so that they do not cause injury to an owner, any visitor or person hired to do work for an owner. The owner of any pet, who has caused destruction or damage to the building and the common elements surrounding the building or to any owner's property, will be responsible for any and all repairs. The owner of the pet will be responsible for any injury to an owner, visitor or any person hired to do work for the corporation or an individual owner that might be caused by their pet. In accordance with the town of LaSalle by-law, owners are asked to tidy up after their pets.

These rules are not new. They are based on simple courtesies and respect for your fellow owners and have been in effect since the beginning of our corporation. The job of enforcing them falls to the board. We have taken on many responsibilities as a self-managed board and ask that you do your part by following the rules of the condo. Since we are a self-managed building, we have discussed the rules with our lawyer and will follow her direction to enforce them.

**ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100  
ADDENDUM TO THE RULES**

June \*, 2018

Dear Owners:

Please review the following Rule made by the Board of Directors for the Corporation. Kindly note that this Rule is not effective until the following time:

1. If the Board receives a requisition for a meeting of Owners under section 46 of the *Condominium Act* within 30 days after the Board has given notice of the Rule to the Owners, the earlier of,
  - i. the time at which a quorum is not present at the first attempt to hold the meeting, and
  - ii. the time at which a quorum is present at the first attempt to hold the meeting and the Owners do not vote against the rule at the meeting.
2. If the board does not receive a requisition for a meeting of Owners under section 46 of the *Condominium Act* within the 30 days after the Board has given notice of the Rule to the Owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

**Additional Condominium Rule in response to the *Cannabis Act, 2017***

Resolution passed by the Directors at a Board of Directors Meeting held on June \*, 2018.

**ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100  
THIS IS AN ADDENDUM TO THE RULES  
RESTRICTING THE SMOKING AND CULTIVATION OF MARIJUANA  
(made pursuant to the *Condominium Act of Ontario*)**

**I. WHEREAS** it is desirable for Essex Standard Condominium Corporation No. 100 (herein referred to as the “Corporation”) to amend its Rules in accordance with section 58 of the *Condominium Act of Ontario* to place reasonable restrictions on the proposed legalization of recreational marijuana under the federal and provincial statutes of the *Cannabis Act*;

**AND WHEREAS** the proposal of legislation to legalize the recreational use of marijuana in a residence by smoking and/or cultivating marijuana, may impact the welfare, safety and security of residents and the property of the Corporation;

**AND WHEREAS** it is desirable for the Corporation to place certain restrictions on use of the units and common elements regarding the smoking and cultivation of marijuana due to known increased risk of mould creation and related health, safety and security issues;

**AND WHEREAS** the residents of the Corporation are entitled to quiet enjoyment of their unit, free from nuisances, such as noxious or unpleasant odours coming from marijuana smoke, oils, marijuana plants, and/ or mould growth;

**II. BE IT RESOLVED** that pursuant to section 58 of the *Condominium Act*, the Board is making the following Rule Addendum under this section respecting the use of the units and the common elements of the Corporation to,

- a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the Corporation; and
- b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the Corporation. 2015, c. 28, Sched. 1, s. 54 (1).

*Therefore, the Board of Directors is hereby authorized to amend the Rules by adding the following:*

**III. Marijuana Rule:**

a) **Marijuana Use:** A unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, may smoke or use marijuana inside the residential unit only, if at least 19 years of age, and provided that any permitted use of recreational marijuana shall not create or permit the creation of/ or continuation of any nuisance which, in the opinion of the Corporation's Board, may or does disturb the comfort or quiet enjoyment of the residents of the Corporation. A unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, shall not smoke or use marijuana in/ on any of the common elements and/or exclusive use common elements.

b) **No Growing Marijuana:** No unit owner, tenant, resident, guest, invitee, visitor, or anyone for whom in law the unit owner is responsible, shall grow marijuana plants within the units and/ or common elements of the Corporation. This reasonable restriction includes all residential units within the building, all exclusive use common elements, all balconies and patios, all enclosed common areas, as well as all outside common elements.

c) **Exemptions:** Exceptions may be made on a case-by-case basis for unit owners or authorized residents requiring the use of medicinal marijuana, in accordance with the *Ontario Human Rights Code*. Any owner or authorized resident claiming an exemption under the *Ontario Human Rights Code* should follow the *Ontario Human Rights Commission's Policy and Guidelines on Disability and Duty to Accommodate* for requesting an accommodation in writing from the Corporation. Failure of the owner or authorized resident to request accommodation under the *Ontario Human Rights Code* may subject the non-compliant owner or resident to enforcement measures and costs under this Rule.

d) **Owners' Tenants and Guests:** Owners shall be jointly and severally responsible for themselves, their tenants, residents, guests, invitees, visitors and/ or anyone for whom in law the owners are responsible to ensure that any permitted use of recreational marijuana shall not create or permit the creation of/ or continuation of any nuisance which, in the opinion of the Corporation's Board, may or does disturb the comfort or quiet enjoyment of the property.

e) **Costs:** All owners who violate the Marijuana Rule or any of the Rules of the Corporation, or who allow their authorized residents or tenants to violate these Rules, shall be



responsible for the Corporation's legal costs on a solicitor-client basis. Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, (including legal fees, disbursements and applicable taxes all calculated on a solicitor and client basis), damage, injury or liability whatsoever (collectively called "Costs") which the Corporation may suffer or incur resulting from or caused by an act or omission or a breach of this Rule, of or by such owner, tenant or permitted resident of a unit, or by any invitee of the foregoing to or with respect to the common elements and assets of the Corporation and/or the owner's unit and/or all other units, except for any such Costs for which the Corporation receives recovery under a policy of insurance subject to the defaulting owner paying for the Corporation's reasonable deductible. Owners shall be jointly and severally responsible for any such Costs caused by any tenant, resident, invitee or anyone for whom in law the owners are responsible. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses in accordance with the *Condominium Act* and recoverable as a lien against the defaulting owner's unit.

f) **Invalidity:** Each of the provisions of this Rule shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not impair or affect in any manner the validity and enforceability or effect of the remainder of this Rule and in such event all other provisions of this Rule shall continue in full force and effect as if such invalid provision had never been included herein.

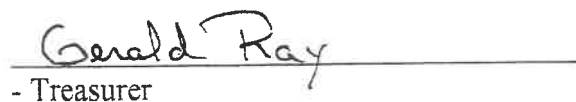
IV. In all other respects, the balance of the Corporation's Rules remains the same and is in full force and effect. The above terms and provisions are in addition to and are designed to supplement any existing Rules of the Corporation.

The foregoing Rule Amendment is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act*, as evidenced by the respective signatures hereto of a majority of the Directors of the Corporation.

DATED AT WINDSOR, ONTARIO THIS 30 DAY OF JUNE, 2018.

**ESSEX STANDARD CONDOMINIUM CORPORATION NO. 100**

  
\_\_\_\_\_  
- President

  
\_\_\_\_\_  
- Treasurer

\_\_\_\_\_  
- Secretary

***We have authority to bind the Corporation.***

**INSURANCE STORE INC.**  
 13350 Lanoue Street, Tecumseh, ON N8N 5E1  
 (519) 259-1955 Fax (519) 258-2900

**CERTIFICATE OF INSURANCE**

This is to certify to: **Essex Standard Condominium Corporation No. 100,  
 All Registered Unit Owners and All Registered Mortgagees**

The above noted Certificate holder is included solely with respect to liability arising out of the usual operations of the Named Insured that policies of Insurance as herein described have been issued to the Insured named below and are in force at this date.

Name of Insured: Essex Standard Condominium Corporation No. 100

Mailing Address: C/O Fran Sorrell 408-6055 Ellis Street Windsor, Ontario N9H 2P8

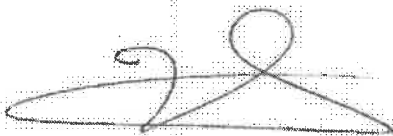
Location and Operations to which this Certificate applies: Operations usual to the business of the Named Insured  
 6055 Ellis St, La Salle, Ontario, N9H 2P8

KIND OF POLICY	INSURER & POLICY NO.	EFFECTIVE DATE - EXPIRY DATE (DD/MM/YYYY)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY (except automobile)  Products and/or Completed Operations:  INCLUDED	Intact 501238276	26/06/2021 to 26/06/2022	\$5,000,000  \$ 1,000  \$5,000,000	INCLUSIVE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED) DEDUCTIBLE   AGGREGATE
NON-OWNED AUTOMOBILE	Intact 501238276	26/06/2021 to 26/06/2022	\$5,000,000	INCLUSIVE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)
COMMERCIAL PROPERTY - BROAD FORM COVERAGE	Intact 501238276	26/06/2021 to 26/06/2022	\$8,847,906  \$ 10,000  \$8,847,906 \$ 10,000	BUILDING  DEDUCTIBLE (EXCEPT FOR EARTHQUAKE)  EQUIPMENT BREAKDOWN DEDUCTIBLE
OTHER (DESCRIBE)	Intact 501238276	26/06/2021 to 26/06/2022	\$2,000,000	DIRECTORS & OFFICERS

**NOTE:**

The Insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of this certificate FIFTEEN (15) days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

**Insurance Store Inc.**



**Tim Hodgson, CIP, CAIB**  
 Account Executive



Date: June 4, 2021